UNOFFICIAL COPY 5-7

COOK COUNTY, ILLINOIS FILED FOR PECORD

1994 AUG 12 AM 9: 38

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----- (Space Above This Line For Recording Detai -----**MORTGAGE** THIS MOFIGAGE ('Security Instrument') is given on August 5, 1994
The mortgagor is FOBERT M. GOLUB, AN UNMARRIED MAN("Borrower"). This Security Instrument is given to This debt is evidenced by Borrowe's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt if not paid errier, due and payable on September 1, 2024 ANDERNO JESTISEO FIThis Security instrume is secured to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the fioter(b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument 14-28-105-075-1007 Tax Id: UNIT 504-2 IN THE 500 BARRY CONDONINIUM, AS DELINEATED ON SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF PEAL ESTATE (HEREINAFTER REFERRED TO AS "PARCEL"): LOT 12 AND LOT 11 EXCEPT THE WEST 22 FEET THEREOF) IN CULVER'S ADDITION TO CHICAGO IN THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 38, TOWNSHIP 10 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO DECLARATION OF CONDOMINIUM MADE BY THE EXCHANGE NATIONAL BANK OF CHICAGO, A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED MAY 12, 19/2 AND KNOWN AS TRUST NUMBER 26602, RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COYNTY, ILLINOIS, AS DOCUMENT 24122618, AS AMENDED BY DOCUMENT NO. 24311353 TOGETHER WITH AN UNDIVIDED PERCENTAGE INTEREST IN SAID PARCEL (EXCEPTING FROM SAID PARCEL ALL THE PROPER'S AND SPACE COMPRISING ALL THE UNITS THEREOF AS DEFINED AND SF'. FORTH IN SAID DECLARATION AND SURVEY), IN COOK COUNTY, ILLINOIS. ALSO PARCEL 2: EASEMENT APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1, FOR PARKING PURPOSES IN AND TO PARKING AREA NUMBER P-2 AS DEFINED AND SET FORT. IN SAID DECLARATION AND SURVEY AND AS CREATED BY THE DEED FROM EXCHANGE NATIONAL BANK OF DECLARATION AND SURVEY AND AS CREATED BY THE DEED FROM EXCHANGE NATIONAL BANK OF CHICAGO, A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST AGRELIENT DATED MAY 12, 1972 AND KNOWN AS TRUST NUMBER 26602 TO MICHAEL F. NOONAN AND FOLLY L. NOONAN, DATED AUGUST 15, 1978 AND RECORDED SEPTEMBER 6, 1978 AS DOCUMENT NO. 24613570, ALL IN COOK COUNTY, ILLINOIS. which has the address of ___504 WEST BARRY UNIT 2W _____ CHICAGO [Street] ("Property Address"); (Zip Code)

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage. grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

ILLINOIS - Single Family - FNMA/FHLMC UNIFORM INSTRUMENT DSM750IL MTG.3014.1 Page 1 of 4

FORM 3014 9/90 Mynorca, Inc. FormGen

Loan #: 294319

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UNIFORM COVENANTS. BA IL PAYMENT OF PRINCIPAL AND INTEREST; THE PAYMENT AND LATE CITARDIS shall promptly pay when due the

principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note

2. FUNDS FOR TAXLS AND INSURFANCE. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid. In full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in fleu of the payment, of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a tender for a federally related mortgage form may require for Borrower's escrow, account under the federal Real Estate. Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C., a 2601 st seq ("RESPA"), unless another law, that applies to the Funds sets a lesser amount. If so, Lender may, int any time, collect and hold Funds in an amount not to exceed the leaser amount. Leader may retinate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in sny. Federal Home Loan Bank, Lender shall apply the Funds to pay the Escrow Items, Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower Interest on the Funds and applicable taw permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid. Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds haid by Lender exceed the amounts permitted to be held by applicable law. Lender shall account to Borrower for the excess. Funds in accurrance with the requirements of applicable law. If the amount of the Funds held, by Lender at any time, is not sufficient to pay the Esuicial Items when due. Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more, than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sur 3 secured by this Security Instrument. Lender shall promptly refund to Borrower any Funds held by Lender, If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender a the time of acquistion or sale as a credit against the sums secured by this Security Instrument.

3. APPLICATION OF PAYMENTS. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note

4. CHARGES; LIENS. Borrower shall pay ill taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly turnish to Lender at notices of amounts to be paid under this paragraph. If Borrower makes these payments directly. Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to lender subordinating the lien to this Security Instrument. It Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument. Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien of the actions set forth above within 10 days of the giving of notice.

5, HAZARD OR PROPERTY INSURANCE. Borrower shall keep the irrip overnents now existing or hereafter erected on the Property Insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance, carrier providing the insurance shall, be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a rian and mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to rerioration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the P. or arty, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may culled the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security in a ment, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. OCCUPANCY, PRESERVATION, MAINTENANCE AND PROTECTION OF THE PROPERTY; BORROWER'S LOAN APPLICATION; Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the LEASEHOLDS. execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless. Lender otherwise agrees in writing, which consent shall not be unreasonably withheld or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgement could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lieu created by this Security Instrument or Lender's security interest. Sorrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

Ontended in this Security bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then I ender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums. secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

- 8. MORTGAGE INSURANCE. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect. Irom an alternate mortgage insure approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable taw.
- 9. INSPECTION. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.
- 10. CONDEMNATION. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total textens of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any election paid to Borrower. In the event of a partial taking of the Property, in which the fair market value of the Property Immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrowe and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in wilding the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the total amount of the sums secured immediately before the taking the special before the taking the special taking of the Property in wilding or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, a if after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages. Borrower fails to respond to Lender within 30 days after the date the notice is given. Lender is authorized to collect and apply the proceeds, at its option, either o restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise lagree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

- 11. BORROWER NOT RELEASED; FORBEARANCE BY LEI OFR NOT A WAVER. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument (ran ed by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Burrower's successors in Interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend the for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waive of or preclude the exercise of any right or remedy.
- 12. SUCCESSORS AND ASSIGNS BOUND; JOINT AND SEVERAL LIABILY., CO-SIGNERS. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender at d B prower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who no signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the suns secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any a comodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.
- 13. LOAN CHARGES. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge, shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.
- 14. NOTICES. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Addr as or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.
- 15. GOVERNING LAW: SEVERABILITY. This Security Instrument shall be governed by tederal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.
 - 16. BORROWER'S COPY. Borrower shall be given one conformed copy of the Note and of this Security instrument
- 17. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent. Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.
- If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.
- 18. BORROWER'S RIGHT TO REINSTATE. It Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgement enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument. Lender's rights in the Property and

Borrower's obligation to pay the substance of acceleration under paragraph 17

19 SALE OF NOTE; CHANGE OF LOAN SERVICER. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. HAZARDOUS SUBSTANCES. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, snything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary. Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental projection.

NON UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

21. ACCELERATION, REMEDIES, Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any coverant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall writher inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-cost not of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further cero inch and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence, all of which shall by additional sums secured by this Security Instrument.

22. RELEASE. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower, Borrower shall pay any record, ion costs.

23. WAVERS OF HOMESTEAD. Borrower weige, all right of homestead exemption in the Property.

24. REDERS TO THIS SECURITY INSTRUMENT. If are or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the flue (s) were a part of this Security Instrument.

[Check applicable box(es)]

Check applicable box(es)]	(1	
☐ Adjustable Rate Rider	xfxt Condominium Rider	€3 1-4 Family Rider
☐ Graduated Payment Rider	☐ Planned Unit Davelopment Rider	
□ Balloon Rider	□ Rate Improve ner \(\) Rider	Second Home Rider
□ V.A. Rider	XX Other(s) {specify} 1 efault Rider	to Mortgage
BY SIGNING BELOW, Borrower accerder(s) executed by Borrower and recorded	epts and agrees to the terms and rovenants cold with it.	ntained in this Security Instrument and in any
The harrower, has received a true copy	of this Mortgage without charge.	*1
Robert MV Tolub	(Seal)	(Seal)
ROBERT M/ COLUB	Воложег	-Borrower
	(Seal)	(Seal)
***************************************	-Волгожег	-Воггажег
	(Space Below This Line For Acknowledgemen	it)
STATE OF ILLINOIS)		
COUNTY OF COOK)	55 ;	C
the undersigned	a Notary Public in and for	said county and state, to hereby certify that
Robert M. Golub. An Unmarr personally known to me to be the same pe	ried Man erson(s) whose name(s) subscribed to the foreg	going instrument, appeared before me this day
n person, and acknowledged that and	he signed and delivered the s	aid instrument ashis
ree and voluntary act, for the uses and pu		
Given under my hand and officia	al seal, thisSth day ofAug	
My Commission Expires:	SAL SALL NOTE NOTE NOTE NOTE NOTE NOTE NOTE NOTE	*OFFICIAL SEAL" CARLA M. GULISANO ry public, State of Hilinols ry public State of 1/26/97
	My	ry public, State of 1/26/97

This instrument was prepared by and should be mailed to Banco Popular, Altn: WHOLESALE BRANCH,

2525 N. Kedzie, Chicago, IL 60647

UNOFFICIAL CO

BANCO POPULAR

Chicago

BANCO POPULAR DE PUERTO RICO 2525 North Kedzie Avenue Chicago, Minois 60647 Tel. (312)772-0010

RIDER TO MORTGAGE

If the mortgage and mortgage note are not paid when due by maturity acceleration or otherwise, the interest rate indicated herein shall increase by 3% per annum, provided however, that the interest rate shall in no event be increased beyond the st a.

Cottony
Cottony maximum rate of interest allowed by law.



THIS CONDOMINIUM RIDER Is made this 5th day of August 19	94
and is incorporated into and shall be deemed to amend and supplement the Mortgage. Deed of Trust or Security Deed "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note	(the
BANCO POPULAR DE PUERTO RICO (the "Lend of the same date and covering the Property described in the Security Instrument and located at:	er")
504 WEST BARRY UNIT 2W CHICAGO, ILLINOIS 60657 (Property Address)	
The Property includes a unit in, together with an undivided interest in the common elements of, a condominium projection as:	ect
[Name of Condominium Project]	
(the "Condominium Project"). If the owners association or other entity which acts for the Condominium Project "Owners Association") holds title to property for the benefit or use of its members or shareholders, the Property includes Borrower's interest in the Owners Association and the uses, proceeds and benefits of Borrower's Interest. CONDOMINIUM COVENANTS. In addition to the covenants and agreements made in the Security Instrum	also
Borrower and Lendur further covenant and agree as follows:	
A. Condomicium Obligations. Borrower shall perform all of Borrower's obligations under the Condominion Project's Constituent Documents. The "Constituent Documents" are the: (i) Declaration or any other document who creates the Condominium Project; (ii) by-laws; (iii) code of regulations; and (iv) other equivalent documents. Borrower stip promptly pay, when due, e'r a less and assessments imposed pursuant to the Constituent Documents.	rich hali
B. Hazard Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier master or "blanket" policy or the Condominium Project which is satisfactory to Lender and which provides insura coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and hazards including the term "extended coverage," then:	nco
(i) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of one-twellth the yearly premium installments for hazard in a co-on the Property; and	of
(ii) Borrower's obligation under Uniform Covenant 5 to maintain hazard insurance coverage on the Property deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.	r is
Borrower shall give Lender prompt notice of any inpose in required hazard insurance coverage.	tha
In the event of a distribution of hazard in proceeds in lieu of restoration or repair following a loss to a Property, whether to the unit or to common elements, any proceeds payable to Borrower are hereby assigned and shall prove the same approach by the appropriate to the same approach by the	
paid to Lender for application to the sums secured by the security Instrument, with any excess paid to Borrower. C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to insure that the Own	ier s
Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender. D. Condomnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrove connection with any condemnation or other taking of all or any period the Property, whether of the unit or of the comm	non
elements, or for any conveyance in fieu of condemnation, are hereby ssigned and shall be paid to Lender. Such processhall be applied by Lender to the sums secured by the Security Instrument explosion of Uniform Covenant 10.	
E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior writionsent, either partition or subdivide the Property or consent to:	iten
(i) the abandonment or termination of the Condominium Project, except for abandonment or terminal required by law in the case of substantial destruction by fire or other casualty of the case of a taking by condemnation	
eminent domain; (ii) any amendment to any provision of the Constituent Documents if the provision is for the express benefit	of
Lender: (iii) termination of professional management and assumption of self-management of the Owners Associate	ion;
or (iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Own	iers
Association unacceptable to Lender.	
F. Remedies. If Borrower does not pay condominium dues and assessments when due, then Lender may pay the Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Secure	
instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.	of
BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this Condominium Rider.	
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ROBERT / M. COLUB -Barrower -Borrower -Borrower	
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App No: 294319 Loan No:294319